

**CITY OF ROUND ROCK**  
**REQUEST FOR PROPOSALS**  
**FOR CONSULTANT SERVICES TO CREATE**  
**THE ARTS AND CULTURE IN PUBLIC SPACES STRATEGIC PLAN AND IMPLEMENTATION GUIDE**

**PART I**

**GENERAL**

1. **PURPOSE:** The City of Round Rock is pleased to invite consultants to submit proposals for developing a comprehensive ten-year strategic plan and implementation guide that shall define the role of the City of Round Rock in supporting arts and culture in public spaces to accomplish the City's broader goals. The purpose of the plan is to provide a "roadmap" for the City in pursuing this segment of the strategic vision to be the City of Choice for residents, businesses, entrepreneurs, and visitors. A key element of this vision is the development of the area's artistic and cultural environment to further enhance the quality of life in Round Rock.

Recent economic trends clearly demonstrate that local economies depend greatly upon the creative and intellectual capital of their citizens. To cultivate this capital, the City needs to nurture the artistic climate in public spaces that will attract a creative and diverse workforce and to ensure that all residents have access to arts and cultural activities. To enable this directive, the City seeks a clear set of priorities, a step-by-step action plan and schedule that can be supported through policy and a commitment of City resources.

2. **BACKGROUND:** The City of Round Rock, Texas, with a population of 150,000, to include those residents living just outside the City limits, is located 15 miles north of Austin in the Central Texas Hill Country. This location places the City within three hours driving time of ninety percent of the population of the State of Texas. The City has experienced tremendous growth over the past ten years, is home to a number of major employers and is scheduled for a 2060 build-out of 300,000 residents.

The Round Rock community has a vibrant higher education sector, including Texas A&M Health Science Center, Texas State University and Austin Community College. The Art Institute of Austin and many other arts organizations are also located in Round Rock.

Until now, the City has had no comprehensive strategic plan for the development of arts and culture in public spaces. The City's General Plan, Library Plan and Parks and Recreation Plan contain elements of arts and culture support. Many additional efforts have been undertaken to lay the ground work for expanding arts in the community. Those efforts include:

- 2.1 2003 – Convention and Visitors Bureau commissioned a Tourism and Marketing Plan.
- 2.2 2006 – ERA Completed an Event Facilities Assessment, to include a feasibility study for a Performing Arts Center, Convention Center, Special Events Center and others.
- 2.3 2007 – Task Force to Encourage Philanthropy for Arts and Cultural Activities in Round Rock presented a report with key conclusions to the Round Rock City Council.
- 2.4 2009 – Round Rock Area Arts Council formed and commissioned an informal citizen survey on the arts.
- 2.5 2009 – Round Rock City Council adopted an overall strategic plan for the City which includes expanding and strengthening arts and cultural activities in the community as one of 39 goals.

- 2.6 2009 – Historically the City has been allocating 1% of the Hotel Occupancy Tax to support the arts and now has refined its purpose and criteria for the disbursement of those funds.
- 2.7 2010 – Round Rock Area Arts Council remains active and opened the ArtSpace, a community gallery in Downtown Round Rock.
- 2.8 2010 – Round Rock City Council adopted a Downtown Master Plan with a vision for downtown to become an attractive place for residents and visitors and a center for cultural activities. The plan includes potential sites for a theatre and insights into historic preservation.
3. **DEFINITIONS:** The following definitions will be used for identified terms throughout the specification and bid document:
- 3.1 Arts and Culture – Includes all forms of artistic and cultural expression to include visual and performing arts.
- 3.2 Agreement – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services, and obligating the City to pay for it.
- 3.3 Bid/Proposal/Offer/Quote – is a complete, properly signed response to a Solicitation that if accepted, would bind the Offeror to perform the resulting contract.
- 3.4 Offeror/Bidder/Respondent – Identified throughout this specification shall describe persons and entities that consider themselves qualified to provide the goods, equipment or services.
- 3.5 City – Identifies the City of Round Rock, located in Travis and Williamson Counties, Texas.
- 3.6 Goods – Represents materials, supplies, commodities and equipment.
- 3.7 Piggyback Contract – A term used to identify contract/agreement or purchase order that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and have been extended for the use of state and local agencies and active State of Texas CO-OP entities.
- 3.8 Purchase Order – is an order placed by the Purchasing Office for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Offeror, becomes a contract. The Purchase Order is the Offeror's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
- 3.9 Services – work performed to meet a demand. The furnishing of labor, time, or effort by the vendor and their ability to comply with promised delivery dates, specification and technical assistance specified
- 3.10 Subcontractor – Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from a contract with the City.
- 3.11 Vendor – (Sometimes referred to as Contractor, Consultant) a person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an agreement or purchase order.
4. **COMPENSATION:** Consultant teams shall prepare and submit an estimate for their services based on an assessment of the Scope of Work detailed in this Request for Proposal.

5. **CONFLICT OF INTEREST:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed Conflict of Interest Questionnaires may be mailed or delivered by hand to the City Secretary. If mailing a completed form, please mail to:

**City of Round Rock  
City Secretary  
221 East Main Street  
Round Rock, Texas 78664**

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's offer.

6. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

**Joy Baggett  
Purchasing Department  
City of Round Rock  
Telephone: 512-218-6682  
[jbaggett@round-rock.tx.us](mailto:jbaggett@round-rock.tx.us)**

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to bid opening without written approval of the City of Round Rock through the Purchasing Division.

**All questions regarding the RFP shall be submitted in writing by 5:00 p.m. on August 18, 2010.** A copy of all the questions submitted and the City's response to the questions shall be posted no later than August 20, 2010 on the City's webpage, <http://www.roundrocktexas.gov/home/index.asp?page=463>. Questions shall be submitted to the City contact named above.

7. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the bid then in evaluation, or any future bid.

**PART II**

**INSTRUCTIONS**

1. **PROPOSAL SCHEDULE:** It is the City's intention to comply with the following proposal timeline:

- |     |                                       |                        |
|-----|---------------------------------------|------------------------|
| 1.1 | Request for Proposals released        | <b>August 2, 2010</b>  |
| 1.2 | Non-mandatory pre-proposal conference | <b>August 23, 2010</b> |

**2:00 PM**  
**City of Round Rock**  
**Council Chambers**  
**221 E. Main Street**  
**Round Rock, Texas 78664-5299**

- |     |   |  |
|-----|---|--|
| 1.3 | Deadline for questions                    | <b>August 25, 2010</b>                   |
| 1.4 | City responses to all questions/addendums | <b>August 27, 2010</b>                   |
| 1.5 | Responses for RFP due by <b>3:00 p.m.</b> | <b>August 31, 2010</b>                   |
| 1.6 | Oral Presentation (if selected)           | <b>September 13 – September 17, 2010</b> |
| 1.7 | Award to Vendor and Executed Contract     | <b>October 14, 2010</b>                  |
| 1.8 | Strategic Plan Completion Goal            | <b>April 30, 2011</b>                    |

The City reserves the right to modify these dates at any time with appropriate notice to all prospective Respondents.

2. **PROPOSAL DUE DATE:** Signed and sealed proposals are due no later than **3:00 P.M., August 31, 2010**, to the Purchasing Department. Mail or carry sealed proposals to:

**City of Round Rock**  
**Purchasing Office**  
**221 E. Main Street**  
**Round Rock, Texas 78664-5299**

- |     |  |
|-----|--|
| 2.1 | Proposals received after this time and date will not be considered.  |
| 2.2 | Sealed proposals shall be clearly marked on the outside of packaging with the RFP title, number, due date and <b>"DO NOT OPEN"</b> . |
| 2.3 | Facsimile or electronically transmitted proposals are <b><u>not acceptable</u></b> .   |
| 2.4 | Late Proposals properly identified will be returned to Respondent unopened if return address is provided.                            |

3. **PROPOSAL SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the proposals shall be organized in the manner specified below. Proposals shall not exceed twenty (20) pages in length (excluding resumes, title pages(s) and index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a double-spaced, printed, 8 ½" X 11" sheet of paper.

Submit one (1) unbound original and twelve (12) bound copies of proposal. It is recommended that proposals not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City. Once submitted the proposals become the property of the City.

- 3.1 Title Page (1 page) Show the RFP title and number, the name of your firm, address, telephone number(s) name of contact person and date.
- 3.2 Letter of Transmittal (1 page)
  - 3.2.1 Identify the RFP project for which proposal has been prepared.
  - 3.2.2 Briefly state your firms understanding for the services to be performed and make a positive commitment to provide the services as specified.
  - 3.2.3 Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.
  - 3.2.4 The letter of each proposal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the proposal shall be clearly shown immediately below the signature.
- 3.3 Table of Contents (1 page) – Clearly identify the materials by Section and Page Number.
- 3.4 Proposal Narrative
  - 3.4.1 Previous Performance/Experience
    - 3.4.1.1 Provide detailed information on experience with providing arts and culture planning services as described in the Scope of Work.
    - 3.4.1.2 Provide a representative list of projects of a scale and complexity similar to the project being considered by the City. The list shall include the project location, client, services provided by your firm for the project, term of services and an owner contact name.
    - 3.4.1.3 Provide at least three references for which your firm has provided the same or similar services. Include a point of contact, current telephone number and a brief description of the services provided. Any negative responses received may result in disqualification from consideration for award. **Failure to include references with submittal may result in disqualification from consideration for award.**
  - 3.4.2 Key Project Staff and Sub-consultants
    - 3.4.2.1 Identify key project staff, task leaders and sub-consultants along with their expected services to the City for the scope of work on behalf of the firm. Resumes shall be included for each of the individuals and sub-consultants referenced which demonstrate their qualifications to satisfy all the critical and service requirement areas. The City reserves the right to approve or disapprove all sub-consultants prior to any work being performed.
  - 3.4.3 Available Resources and Consultant Location
    - 3.4.3.1 Provide information on size, resources and business history of the firm.
    - 3.4.3.2 Provide information on personnel resources available to your firm, which indicates that you have access to the services necessary to perform the work in the time available and within the required standard.
    - 3.4.3.3 Describe the firm's location where the primary services are to be provided and the ability to meet in person with City personnel when required during the performance of the Contract.

**3.4.4 Project Understanding, Methodology and Approach**

**3.4.4.1** Consultant shall demonstrate a thorough knowledge and understanding of arts and culture planning detailed in the Scope of Work. This understanding shall contain an explanation of the consultant's methodology and approach for creating the City's strategy and implementation guide.

**3.5** Samples of Work – The Respondent shall provide samples of work to demonstrate their capacity for delivering the necessary components contained within the Scope of Work.

**3.6** Sample Standard Contract – Respondent shall include a copy of the firm's standard contract to include standard budget and pricing for services, terms, conditions and estimated timelines.

**4.** **DISCLOSURE OF LITIGATION:** Each Respondent shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Respondent or in which the Respondent has been judged guilty.

**5.** **CONFIDENTIALITY OF CONTENT:** All proposals submitted in response to this RFP shall be held confidential until a contract is awarded. Following the contract award, proposals are subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

**5.1** If a Respondent believes that a proposal or parts of a proposal are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All proposals and parts of proposals that are not marked as confidential will be automatically considered public information after the contract is awarded.

**6.** **CLARIFICATION OF PROPOSALS:** The City reserves the right to request clarification or additional information specific to any proposal after all proposals have been received and the RFP close date has passed.

**7.** **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to this solicitation or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Respondent.

**8.** **BEST VALUE EVALUATION AND CRITERIA:** Responders may be required to make an oral presentation to the selection committee to further present their qualifications. These presentations will provide the responder the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All proposals received shall be evaluated based on the best value for the City. In determining best value, the City may consider the following:

**8.1** Purchase price and terms;

**8.2** Reputation of bidder and of bidder's good and services;

**8.3** The quality of the bidder's goods and services;

**8.4** The extent to which the goods and services meet the City's needs;

**8.5** Bidders past relationship with the City;

**8.6** The total long-term cost to the Municipality to acquire the bidder's goods or services;

- 8.7 Experience and qualifications;
- 8.8 Work Samples;
- 8.9 Methodology and approach; and
- 8.10 Any relevant criteria specifically listed in the solicitation.

**9. CONTRACT NEGOTIATIONS:**

- 9.1 Review all proposals and determine which Proposers are reasonably qualified for award of the contract.
- 9.2 Determine the Proposer whose proposal is most advantageous to the City considering the evaluation criteria.
- 9.3 Attempt to negotiate with the most responsive Proposer a contract at fair and reasonable terms, conditions and cost.
- 9.4 If negotiations are successful, enter into a contract or issue a purchase order.
- 9.5 If not successful, formally end negotiations with that Proposer.
- 9.6 Select the next most highly qualified Proposer and attempt to negotiate a contract at fair and reasonable terms, conditions and cost with that Proposer.
- 9.7 The City shall continue this process until a contract is entered into or all negotiations are terminated.
- 9.8 The City also reserves the right to reject any or all proposals, or to accept any proposal deemed most advantageous, or to waive any irregularities or informalities in the proposal received.

**PART III**

**SPECIFICATIONS**

- 1. **SCOPE OF WORK:** The City of Round Rock is seeking proposals for developing a comprehensive ten-year strategic plan and implementation guide that shall define the role of the City of Round Rock in supporting arts and culture in public spaces to accomplish the City's broader goals. Respondents shall be responsible for, but are not limited to carrying out the following tasks:
  - 1.1 Review existing City arts and culture assessments and plans to include those listed in Part I of this RFP.
  - 1.2 Define and formalize the community vision and the City's role in supporting and developing arts and culture in public spaces to support the City's broader goals. The City's strategic plan can be viewed on the City's website at:  
[http://www.roundrocktexas.gov/docs/strategic\\_plan09.pdf](http://www.roundrocktexas.gov/docs/strategic_plan09.pdf)
  - 1.3 Identify issues and roadblocks and gather project ideas via solicitation of public input from the community. This may include facilitation of public forums including open house(s) for general public and group meetings with existing art and cultural groups, individual artists, and/or a citizens survey (potentially in coordination with the Round Rock Area Arts Council).
  - 1.4 Identify long and short-term funding strategies for programs and required facilities. Include best practices of other successful communities, strategies of benchmark cities and a menu of options applicable to Round Rock.
  - 1.5 Develop a project action plan to include types of events, attractions and programs and coordinating service delivery plan utilizing City resources and infrastructure using data

gathered from 1.3 above. Plan shall prioritize actions based on long-term and short-term needs.

- 1.6 Outline City department or organization primarily responsible for each program and staff support necessary to manage each.
  - 1.7 Develop a set of criteria for needs assessment for each strategic plan program to include, at a minimum:
    - 1.7.1 Estimated design, construction and operating costs of said projects,
    - 1.7.2 Funding and financing sources required and available by law.
    - 1.7.3 Anticipated economic benefits from said programs.
    - 1.7.4 Methodology for monitoring and measuring the effectiveness of adopted programs.
    - 1.7.5 Present the results and recommended programs in a public forum and facilitate discussion and review of those recommendations with all stake holders to include Round Rock City Council, Department Directors, Round Rock Area Arts Council, and members of the general public.
2. **PROJECT COORDINATOR:** All work performed will be supervised and verified by the City representative(s) noted below.
- Cindy Demers**  
**Assistant City Manager**  
**Office: (512)218-5435**  
**[cdemers@round-rock.tx.us](mailto:cdemers@round-rock.tx.us)**
3. **DELIVERABLES:** The successful Respondent shall be responsible for, but not limited to generating and providing the following in a Summary Report for The Round Rock Arts and Culture in Public Spaces Strategic Plan:
- 3.1 Identify what sets Round Rock apart from other Central Texas cities.
  - 3.2 Articulate, based upon community input, the community's vision for the arts and culture in public spaces directive. This vision shall define our region's arts and culture niche and build on Round Rock's sense of place.
  - 3.3 Define the role of the City of Round Rock in supporting arts and culture in public spaces.
  - 3.4 Synopsis of community input functions and feedback received.
  - 3.5 Program outline that will support the vision and include a prioritized list of programs and implementation strategy.
  - 3.6 Recommend City resource allocation.
  - 3.7 Identify City department or organization(s) primarily responsible for each program.
  - 3.8 Statement with statistical back-up on the impact of arts and cultural programming on tourism and economic development.
  - 3.9 Internal Strength, Weakness, Opportunity and Threat (SWOT) Analysis on the community's arts and cultural issues with action plan to capitalize on strengths and address weaknesses.



- 3.10 Map and list of inventory of existing arts and cultural venues. (With assistance from City staff.)
- 3.11 Map and list of facilities and sites potentially available for arts and cultural enterprises. (With assistance from City Staff.)
- 3.12 Best practice recommendations for garnering private investment.
- 3.13 Identify opportunities and entities for Public/Private Partnerships. Provide implementation strategies supported by best practice examples.
- 3.14 Recommend applicable grant opportunities with guidance on how the City can maximize its ability to obtain grants.
- 3.15 Arts and Culture In Public Spaces Administrative Plan that clearly defines or establishes an entity to make recommendations to the City Council and defines the role of the following City of Round Rock stakeholders in participating:
  - 3.15.1 Round Rock City Council
  - 3.15.2 Planning and Community Development
  - 3.15.3 Parks and Recreation Department
  - 3.15.4 Library
  - 3.15.5 Convention and Visitors Bureau
  - 3.15.6 Boards and Commissions
  - 3.15.7 City Staff
- 3.16 Arts and Culture In Public Spaces Community Engagement Plan which outlines the roles and participation levels of the following regional stakeholders:
  - 3.16.1 Citizens
  - 3.16.2 Business and Industry
  - 3.16.3 Chamber of Commerce
  - 3.16.4 Economic Development Partnership
  - 3.16.5 Round Rock Independent School District and Higher Education Institutions
  - 3.16.6 Round Rock Area Arts Council
  - 3.16.7 Existing area arts and culture non-profit groups
- 3.17 Guidelines as to the City's role in providing assistance with logistics and marketing support for recommended programs.
- 3.18 Recommend how to reflect the City's history through arts and culture initiatives.
- 3.19 Strategy to attract and retain creative populations, to include artists, musicians, and their respective audiences.

#### **PART IV**

#### **ACCEPTANCE AND PAYMENT**

1. **INVOICING:** Vendor shall submit one original and one copy of each invoice on a monthly basis to the following address:

**City of Round Rock  
Attn: Accounts Payable  
221 East Main Street  
Round Rock, TX 78664-5299**

2. **PROMPT PAYMENT POLICY:** Payments will be made within thirty days after the city receives the supplies, materials, equipment, or the day on which the performance of services was completed or the day on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
  - 2.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
  - 2.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
  - 2.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
  - 2.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
3. **OVERCHARGES:** Vendor hereby assigns to purchaser any and all claims for overcharges associated with this agreement which arise under the antitrust laws of the United States, 15 USGA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Bus. and Com. Code, Section 15.01, et seq.

## **PART V**

### **GENERAL CLAUSES AND CONDITIONS**

1. **LABOR:** The Vendor shall provide all labor and goods necessary to perform the service. The Vendor shall employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor.
2. **EXCEPTIONS:** Any variation from this specification must be indicated on the bid or on a separate attachment to the bid. The sheet shall be labeled as such.
3. **DAMAGE:** The Vendor shall be responsible for damage to the City's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Vendor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.
4. **WORKPLACE:** The City is committed to maintaining an alcohol and drug free workplace. Possession, use, or being under the influence of alcohol or controlled substances by Vendor, Vendor's employees, subcontractor(s) or subcontractor (s') employees while in the performance of the service is prohibited. Violation of this requirement shall constitute grounds for termination of the service.
5. **PRICE:** The contract price shall be firm for the duration of the contract or extension periods. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges.
6. **INTERLOCAL COOPERATIVE CONTRACTING:** Other governmental entities may be extended the opportunity to purchase off of the City of Round Rock's solicitation, with the consent and agreement of the awarded vendor(s) and the City of Round Rock. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of

Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

7. **NON-APPROPRIATION**: The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
8. **ABANDONMENT OR DEFAULT**: A Vendor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged the difference in service if any and shall not be considered in the re-advertisement of the service and may not be considered in future bids for the same type of work unless the scope of work is significantly changed.
9. **COMPLIANCE WITH LAWS**: The successful offeror shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Vendor shall furnish the City with satisfactory proof of its compliance.
10. **CODES, PERMITS AND LICENSES**: The successful offeror shall comply with all National, State and Local standards, codes and ordinances and the terms and conditions of the services of the City of Round Rock, Texas, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful offeror shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations (City of Round Rock fees and costs will be waived).
11. **INDEMNITY**: Vendor shall indemnify, save harmless and defend the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees incident to the performance of the resulting agreement and arising out of a willful or negligent act or omission of the Vendor, its officers, agents, servants and employees.
12. **LIENS**: Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the Vendor or subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
13. **INSURANCE**: The Vendor shall meet or exceed ALL insurance requirements set forth by the City as identified in **Attachment A** to the specifications. Any additional insurance requirements of participating or cooperative parties will be included as subsequent Attachments and shall require mandatory compliance.
14. **GOVERNING LAW**: Any resulting agreement shall be governed by and construed in accordance with the Laws of the State of Texas.
15. **VENUE**: Both the City and the Vendor agree that venue for any litigation arising from a resulting agreement shall lie in Williamson County.
16. **INDEPENDENT CONTRACTOR**: It is understood and agreed that the Contractor shall not be considered an employee of the City. The Contractor shall not be within protection or coverage of

SOLICITATION NUMBER  
10-027  
SPECIFICATION NUMBER  
10-918-27  
August 2, 2010

the City's Worker' Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City from time to time may have in force and effect.